

MEMORANDUM OF UNDERSTANDING

BETWEEN

ARKADELPHIA SCHOOL DISTRICT
and
ORTHOARKANSAS

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Arkadelphia School District and OrthoArkansas.

A. PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between OrthoArkansas and the Arkadelphia School District.

B. ARKADELPHIA SCHOOL DISTRICT SHALL:

Pay OrthoArkansas \$25,000 for services for the 2024-2025 school year. This will be paid in two installments of \$12,500 to be billed on **August 2024 and December 2024.**

Place visible signage at all athletic venues on campus (banners will be provided by OrthoArkansas).

Agree to advertising exclusive of any other orthopedic/sports medicine providers

Ensure that administrative support of the athletic trainer is consistent with governing bodies' expectations (i.e. EAP, weather policies, injury/concussion protocols, Covid-19 guidelines, etc.)

C. ORTHOARKANSAS SHALL:

Provide a certified and licensed athletic trainer to Arkadelphia School District with the following duties:

- Maintain appropriate general treatment orders to be reviewed annually and approved by the team physician.
- Provide athletic training services for all home athletic contests and away varsity football games.
- If a conflict arises between an away varsity football game and a home contest, the varsity football event will supersede. All other coverage will be determined by the athletic trainer and athletic director.
- Act as a liaison between family physicians and specialists, the school district, athletes, and their parents.
- Maintain accurate records of injuries and treatments and provide insurance claim forms for sports injuries treated by physicians.
- Develop and maintain a budget for the athletic training program.

- Secure sports medicine supplies with Athletic Director approval.
- Provide the coaches and athletic director with a list of athletes medically eligible to compete under district and state rules and regulations.
- Assist the athletic director as requested.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The athletic trainer will abide by OrthoArkansas personnel policies to include vacation, sick leave, personal days, FMLA, and other benefits/ obligations. The athletic trainer will notify the school administration of absences in advance in a timely manner.
2. MODIFICATION. Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of written modification, signed and dated by authorized officials, prior to any changes being performed.
3. In the event that the athletic trainer assigned to the Arkadelphia School District should leave before expiration date of MOU, OrthoArkansas will perform due diligence in finding a replacement as soon as possible with the understanding that said replacement is not guaranteed.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

ORTHOARKANSAS

Traci Byrd

Director Marketing/Sports Medicine Outreach

800 Fair Park Blvd.

Little Rock, Arkansas 72204

(501) 786-2878

traci.byrd@orthoarkansas.com

ARKADELPHIA SCHOOL DISTRICT

Ms. Nikki Thomas

Arkadelphia School District

700 Clinton St

Arkadelphia, Arkansas 71923

870-246-1100

nikki.thomas@arkadelphiaschools.org

5. Arkadelphia School District is not required to refer or influence the referral of, patients to OrthoArkansas, or to utilize or generate business for OrthoArkansas to provide

services to patients or otherwise generate business for OrthoArkansas as a condition to this Agreement and nothing in this Agreement shall be construed to require anyone to do so. Notwithstanding any unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. §1320a-7b(b), commonly known as the federal Anti-Kickback Statute and 42 U.S.C. §1395nn, commonly known as Stark II, as well as any Federal or State Medicaid fraud and abuse or self-referral legislation, as such provisions may be amended from time to time. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto agree to take such actions as are necessary to construe and administer this Agreement consistent thereto, and if necessary amend this Agreement to comply with such statutes and regulations. The parties solely intend that the amounts, if any, advanced to OrthoArkansas in performing services hereunder are meant to benefit the community by helping keep children safe and by promoting health and safety in school athletics, and are not intended or meant to influence Arkadelphia School District with regard to any referrals of patients to OrthoArkansas.

6. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through May 31, 2025 at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: ORTHOARKANSAS:

Date: _____
Traci Byrd, Director Marketing/Sports Medicine Outreach

FOR ARKADELPHIA SCHOOL DISTRICT:

Date: _____
Ms. Nikki Thomas, Superintendent